IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 5169 OF 2007

Mr. Humavun Jamaluddin Mulla ..... Petitioner.

V/s

Chief Manager, Indian Bank. ..... Respondent.

Mr. Amit B. Borkar for the petitioner.

Ms. Rathina Maravarman for the respondent.

CORAM : D.K. DESHMUKH &
V.M. KANADE, JJ.
DATE : 12th December, 2007.

P.C.:

1. By consent of parties, Petition is disposed of in the following terms:-

(i) The Petitioner has undertaken before us, through his advocate, that the Petitioner is willing to pay the entire amount which is due from him according to the Respondent - Bank.

(ii) The Petitioner is also willing that his Flat may be attached by this court till he pays the entire amount by instalment.

(iii) The Petitioner also undertakes to this Court that if he commits any default in payment of monthly instalments, the Respondent - Bank will be entitled to take possession of the Flat which is under attachment without further reference to any court directly, after giving to the Petitioner 48 hours notice.

2. Undertakings and statements made by the Petitioners are accepted. In view of these undertakings, the Petition is disposed of in the following terms.

(a) The Respondent - Bank shall communicate to the Petitioner, within a period of two weeks from today, the total amount that is payable by the Petitioner to the Respondent - Bank as on 31/12/2007. The Bank shall also inform by that letter to the Petitioner, the amount of monthly instalment.

(b) It is agreed that the amount that may be due from the Petitioner, as on 31/12/2007, shall be payable by the

Petitioner in 8 equal monthly instalments.

(c) The Respondent - Bank, apart from sending a letter to the Petitioner, shall also deliver to the advocate appearing on behalf of the Petitioner in this Petition, a copy of that letter. Service of the copy of the letter on the advocate appearing for the Petitioner, shall be deemed to be the service of the letter on the Petitioner.

(d) The Petitioner shall, as per that letter, pay the amount of first instalment on/or before 10th February, 2008 and the Petitioner shall pay the instalment of the succeeding months on/or before 10th of each calendar month. The entire amount shall be paid in 8 equal monthly instalments.

(e) The Flat No.A-11, Dipti Apartment, 1st Floor, Shahupuri, City Survey No.396/97, Kolhapur, admeasuring 40 sq. mtrs. is hereby attached.

(f) In case, the Petitioner commits any default in payment of the equal monthly

instalments, the Respondent - Bank shall be entitled to take possession of the Flat and the Petitioner shall be liable to deliver vacant possession of the Flat to the Respondent - Bank. For that purpose, the bank, without reference to any court or any authority, only after giving 48 hours notice to the Petitioner, shall be entitled to take possession of the Flat.

(D.K. DESHMUKH, J.)

(V.M. KANADE, J.)